

ENCROACHMENT PERMIT APPLICATION

Revised 01/05/04

City of Alameda

Building Inspections / Central Permits Office

2263 Santa Clara Avenue, Room 190 • Alameda, CA 94501

Phone: (510) 747-6800 • Fax: (510) 747-6804



Property Owner Name _____

Address _____

Phone _____

City _____

State _____

Zip _____

I hereby affirm that I am licensed under provisions of Chapter 9 commencing with Section 7000 of Division 3 of the Business and Professions Code, and my license is in full force and effect.

LICENSE NO. _____

CITY BUSINESS

AND CLASS _____

LICENSE NO. _____

Contractor Name _____

Address _____

Phone _____

City _____

State _____

Zip _____

SIGNATURE _____

I hereby affirm that I am exempt from the Contractor's License Law for the following reason (Sec. 7031.5 Business and Professions Code: Any city or county which requires a permit to construct, alter, improve, demolish or repair any structure, prior to its issuance also requires the applicant for such permit to file a signed statement that he is licensed pursuant to the provisions of the Contractor's License Law (Chapter 9 – commencing with section 7000) of Division 3 of the Business and Professions Code) or that he is exempt therefrom and the basis for the alleged exemption. Any violation of Section 7031.5 by any applicant for a permit subjects the applicant to a civil penalty of not more than five hundred dollars (\$500).

☐ I, as owner of the property, or my employees with wages as their sole compensation, will do the work and the structure is not intended or offered for sale (Sec. 7044, Business and Professions Code: The Contractor's License Law does not apply to an owner of property who builds or improves thereon, and who does such work himself or through his own employees, provided that such improvements are not intended or offered for sale. If however, the building or improvement is sold within one year of completion, the owner-builder will have the burden of providing that the did no build or improve for the purpose of sale).

☐ I, as owner of the property, am exclusively contracting with licensed contractors to construct the project (Sec. 7044, Business and Professions Code: The Contractor's License Law does not apply to an owner of property who builds or improves thereon, and who contracts for such projects with a contractor(s) licensed pursuant to the Contractor's License Law).

☐ I am exempt under Sec. _____
B&P.C. for this reason _____

Owner's Signature _____ Date _____

I hereby affirm under penalty of perjury one of the following declarations:

☐ I have and will maintain a certificate of consent to self-insure for workers' compensation, as provided by Section 3700 of the Labor Code for the performance of the work for which this permit is issued.

☐ I have and will maintain workers' compensation insurance, as required by Section 3700 of the Labor Code, for the performance of the work for which this permit is issued. My workers' compensation insurance carrier and policy number are:

Carrier _____ Policy Number _____

(THIS SECTION NEED NOT BE COMPLETED IF THE PERMIT IS FOR ONE HUNDRED DOLLARS (\$100) OR LESS).

☐ I certify that in the performance of the work for which this permit is issued, I shall not employ any person in any manner so as to become subject to the workers' compensation laws of California, and agree that if I should become subject to workers' compensation provisions of Section 3700 of the Labor Code, I shall forthwith comply with those provisions.

Applicant _____ Date _____

WARNING: FAILURE TO SECURE WORKERS' COMPENSATION COVERAGE IS UNLAWFUL, AND SHALL SUBJECT AN EMPLOYER TO CRIMINAL PENALTIES AND CIVIL FINES UP TO ONE HUNDRED THOUSAND DOLLARS (\$100,000), IN ADDITION TO THE COST OF COMPENSATION, DAMAGES AS PROVIDED FOR IN SECTION 3706 OF THE LABOR CODE, INTEREST, AND ATTORNEY'S FEES.

I certify that I have read this application and state that the information given is true and correct. I agree to comply with all local ordinance and state laws relating to building construction and I make this statement under penalty of law. I hereby authorize representatives of the city/county to enter upon the above mentioned property for inspection purposes. NOTICE! This permit will expire by limitation if work is not started in 180 days or if work is abandoned for more than 180 days. Do not conceal or cover any construction until the work is inspected and the inspection is recorded on the Building Inspection Card.

SIGNATURE OF: ☐ Contractor ☐ Owner ☐ Agent

X _____

Permit No. _____

JOB ADDRESS _____

EXISTING USE _____

PROPOSED USE _____

DESCRIPTION OF WORK

Valuation of Work _____

Including all labor, materials, and all lighting, heating, ventilating, water supply, plumbing, fire sprinkler, electric wiring, elevator equipment all features that are affixed or a permanent part of the building.

Contact Name _____

Contact Phone _____

OTHER PERMITS ARE REQUIRED FOR
PLUMBING, HEATING, ELECTRICAL WORK

Business Lic. \$ _____

Permit Fees \$ _____

Filing Fee \$ 39.00

Plan Check \$ _____

Design Review \$ _____

Addt. Micro Fiche \$ _____

Misc. Fee \$ _____

Total \$ _____

APPLICATION RECEIVED:

DATE: _____ SIGNED _____

APPROVAL

DATE: _____ SIGNED _____

ISSUED

DATE: _____ SIGNED _____

City of Alameda
Building Inspections / Permit Center
2263 Santa Clara Avenue, Room 190
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**Indemnity and Hold Harmless Agreement
For Encroachment Permits**

_____, owner of the property located at _____,
_____, Alameda, California (hereinafter
“Indemnitor”) desires to install and maintain _____
(hereinafter “encroaching work”) that will encroach onto property of the City of Alameda
 (“City”) as described in Encroachment Permit No. _____. In consideration of being
allowed to install and maintain the encroaching work on City property, Indemnitor
agrees:

1. Indemnitor shall defend, indemnify and hold harmless City, its City Council, Boards and Commissions, officers, agents, and employees from and against any and all loss, damages, liability, claims, suits, costs and expenses, whatsoever, including attorneys fees and defense costs: (i) arising from or in any manner connected to the encroaching work including but not limited to the installation, maintenance or removal of the encroaching work regardless of the merit or outcome of any such claim or suit; and, (ii) accruing or resulting to any and all persons, firms or corporations furnishing or supplying work, services, materials, equipment or supplies arising from or in any manner connected to the installation, maintenance or removal of the encroaching work.
2. Indemnitor agrees to remove the encroaching work and to restore the City property affected by that work: (i) when necessary to avoid interference with any City project, or (ii) upon written request by the City for any reason.

By signing below, Indemnitor agrees that he or she has read this Indemnity and Hold Harmless Agreement and accepts and agrees to each and every term and condition herein.

Dated: _____ INDEMNITOR

(signature)

(printed name)

CITY OF ALAMEDA INSURANCE REQUIREMENTS

For all designated coverages, the City of Alameda requires a **certificate of insurance signed by the party authorized by the insurance company to bind the company to the coverage shown**, as well as **an additional insured endorsement to the policy**.

Sample Information:

- 1) Certificate of Insurance (sample attached)

Designated Insurance Requirements:

General Liability: \$1,000,000.00

Company Rating: A.M. Best "A" or better.

Provide City 30 days in advance written notice of cancellation, nonrenewal or reduction in limits or coverage including the name of the contract or event.

Signed by the party authorized by the insurance company to bind the company to the coverage shown.

Other insurance coverages may be required based on the type of contract and scope of services.

- 2) Endorsement to the Policy (sample attached)

The endorsement must name the "City of Alameda, its council, Officers, Employees, Volunteers, Boards and Commissions" as additional insureds, include the policy number and type of policy coverage. The endorsement must be a separate document. **A statement included on the certificate, that the City is an additional insured, is not sufficient.**

If your activity involves **Alameda Point property**, the endorsement must name "The United States Department of the Navy, Alameda Reuse and Redevelopment Authority, City of Alameda, Alameda Power & Telecom, Alameda Housing Authority and Community Improvement Commission, their respective Boards, Commissions, Officers, Employees, Agents, and Volunteers" as additional insureds, include the policy number and type of policy coverage. The endorsement must be a separate document. A statement included on the certificate, that the City is an additional insured, is not sufficient.

- 3) Forward the Certificate of Insurance and the Endorsement to the Policy to the Department Representative with whom you are conducting business.

Please ask your insurance broker or agent to provide both documents to the City **ten (10) days prior to the event** taking place since several departments must sign off on the entire request package before your participation in the event.

Thank you for your cooperation.

Revised June 2003

ACORD. CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
06/19/2003

PRODUCER	THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.	
	INSURERS AFFORDING COVERAGE	NAIC #
	INSURER A:	
	INSURER B:	
	INSURER C:	
	INSURER D:	
INSURED	INSURER E:	

COVERAGES

THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR ADD'L TR INSRD	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS
	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR GENTL AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC		06/20/2003	06/20/2004	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS				COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
	GARAGE LIABILITY <input type="checkbox"/> ANY AUTO				AUTO ONLY - EA ACCIDENT \$ OTHER THAN AUTO ONLY: EA ACC \$ AGG \$
	EXCESS/UMBRELLA LIABILITY <input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE DEDUCTIBLE \$ RETENTION \$				EACH OCCURRENCE \$ AGGREGATE \$ \$ \$ \$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? If yes, describe under SPECIAL PROVISIONS below OTHER				WC STATU-TORY LIMITS <input type="checkbox"/> OTH-ER <input type="checkbox"/> E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS

CERTIFICATE HOLDER

City of Alameda
2263 Santa Clara Ave
Alameda CA 94501

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES.

AUTHORIZED REPRESENTATIVE

POLICY NUMBER:

COMMERCIAL GENERAL LIABILITY

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED - DESIGNATED PERSON OR ORGANIZATION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART.

WHO IS AN INSURED (Section II) is amended to include as an insured the person or organization shown in the Schedule, but only with respect to liability arising out of your operations or premises owned by or rented by you.

SCHEDULE

Name of Person or Organization:

City of Alameda, its City Council,
Boards and Commissions, Officers,
Employees and Volunteers
City Hall, Alameda, CA 94501

-- or --

U.S. Department of the Navy,
Alameda Reuse & Redevelopment
Authority, City of Alameda,
Alameda Power & Telecom,
Alameda Housing Authority,
Community Improvement
Commission, their respective
Boards, Commissions, Officers,
Employees, Agents, and Volunteers
City Hall, Alameda, CA 94501

(If no entry appears above, information required to complete this endorsement will be shown in the Declarations as applicable to this endorsement)